

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ERICKSON PRODUCTIONS, INC.,

Plaintiff,

-against-

FLATRATE MOVING NETWORK, LLC, and
FLAT RATE MOVERS, LTD.,

Defendants.
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Index No.: 17-CV-02238 (ER)

ANSWER

PLEASE TAKE NOTICE, that defendants FLATRATE MOVING NETWORK, LLC and FLAT RATE MOVERS, LTD. (collectively referred to herein as “Defendants”) hereby appear in this action and that the undersigned has been retained as attorney for Defendants and demands that you serve all papers in this action upon the undersigned at the address set forth below.

PLEASE TAKE FURTHER NOTICE, that Defendants hereby interpose the following Answer to the Complaint herein:

AS AND FOR A RESPONSE TO THE SECTION TITLED
NATURE OF THE ACTION AND RELIEF SOUGHT

1. Defendants deny the allegations contained in paragraph 1 of the Complaint.
2. Defendants deny the allegations contained in paragraph 2 of the Complaint.

AS AND FOR A RESPONSE TO THE SECTION TITLED
THE PARTIES

3. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 3 of the Complaint.

4. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 4 of the Complaint.

5. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 5 of the Complaint.

6. Defendants admit the allegations contained in paragraph 6 of the Complaint.

7. Defendants admit the allegations contained in paragraph 7 of the Complaint.

8. Defendants deny the allegations contained in paragraph 8 of the Complaint.

**AS AND FOR A RESPONSE TO THE SECTION TITLED
JURISDICTION AND VENUE**

9. Paragraph 9 of the Complaint contains legal conclusions and assertions to which no responsive pleading is required. To the extent a response is required, Defendants admit that this Court has jurisdiction, generally, pursuant to the statutes cited in paragraph 9 of the Complaint, but deny that jurisdiction should be exercised in this case.

10. Paragraph 10 of the Complaint contains legal conclusions and assertions to which no responsive pleading is required. To the extent a response is required, Defendants deny that this Court should exercise jurisdiction, but admit that to the extent jurisdiction is proper, venue is appropriate in the Southern District of New York and Defendants deny all remaining allegations in paragraph 10 of the Complaint.

11. Defendants deny the allegations contained in paragraph 11 of the Complaint.

**AS AND FOR A RESPONSE TO THE SECTION TITLED
FACTUAL ALLEGATIONS**

12. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 12 of the Complaint.

13. Defendants deny the allegations contained in paragraph 13 of the Complaint.
14. Defendants deny the allegations contained in paragraph 14 of the Complaint.
15. Defendants deny the allegations contained in paragraph 15 of the Complaint.
16. Defendants deny the allegations contained in paragraph 16 of the Complaint.

AS AND FOR A RESPONSE TO THE SECTION TITLED
COUNT I – COPYRIGHT INFRINGEMENT

17. Defendants repeat and reallege each response to the allegations contained in paragraphs 1 through 16 of Plaintiff's Complaint as if fully set forth herein.
18. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 18 of the Complaint.
19. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 19 of the Complaint as to Plaintiff's registration of the subject image with the U.S. Copyright Office, but deny the remaining allegations in paragraph 19.
20. Defendants deny the allegations contained in paragraph 20 of the Complaint.
21. Defendants deny the allegations contained in paragraph 21 of the Complaint.
22. Defendants deny the allegations contained in paragraph 22 of the Complaint.

AS AND FOR A RESPONSE TO THE SECTION TITLED
COUNT II – UNAUTHORIZED REMOVAL OF COPYRIGHT MANAGEMENT

23. Defendants repeat and reallege each response to the allegations contained in paragraphs 1 through 22 of Plaintiffs' Complaint as if fully set forth herein.
24. Defendants deny the allegations contained in paragraph 24 of the Complaint.
25. Defendants deny the allegations contained in paragraph 25 of the Complaint.

26. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 26 of the Complaint.

27. Defendants deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 27 of the Complaint.

GENERAL DENIAL

Defendants deny all claims and allegations not unequivocally admitted herein.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

That Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations and/or administrative filing periods.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

That the Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because said claims have been released.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part, by equitable principles, including but not limited to, unclean hands, estoppel, laches, and/or setoff.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff knowingly submitted to and acquiesced in the actions alleged in the Complaint.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of accord and satisfaction, and payment.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because such claims have been waived, discharged and/or abandoned.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

At all relevant times, Defendants acted reasonably and in good faith with non-willful intent and did not violate, interfere with, refuse or deny any rights which may be secured to Plaintiff under any federal, state, city or local laws, rules, regulations, codes guidelines or common law.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

Plaintiff's remedies are barred, in whole or in part, to the extent that it failed to mitigate their alleged damages.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of fair use.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's copyrights are invalid and/or unenforceable.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred under the Digital Millennium Copyright Act, 17 U.S.C. § 512.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff authorized, impliedly or explicitly, Defendant's allegedly infringing use of its works, and its claims are therefore barred by the doctrine of implied license.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred to the extent Plaintiff has forfeited or abandoned its intellectual property.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of misuse of copyright.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred under 17 U.S.C. § 109 and the doctrine of exhaustion.

AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because the alleged infringement was not caused by a volitional act attributable to Defendants.

AS AND FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred for lack of subject matter jurisdiction because Plaintiff lacks valid copyright registrations for intellectual property rights asserted, or has not properly or timely registered its works.

RESERVATION OF RIGHTS

Defendants reserve and do not waive any additional rights and/or further defenses or claims they have or that may arise hereafter during the course of this litigation.

WHEREFORE, Defendants Flatrate Moving Network, LLC and Flat Rate Movers, Ltd., hereby respectfully request judgment as follows: (i) dismissing Plaintiff's Complaint; (ii) for costs and expenses, including attorneys' fees, incurred in connection with this action; and (iii) for such other and further relief as this Court deems just and proper.

Dated: New York, New York
May 30, 2017

TRAVIS LAW PLLC

By: /s/
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